

Article - Real Property

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§8-5A-02.

(a) Subject to the requirements of subsections (b) and (c) of this section, a tenant may terminate the tenant's future liability under a residential lease if the tenant or legal occupant is a victim of abuse.

(b) If a tenant or legal occupant is a victim of abuse, the tenant may provide to the landlord the written notice required under § 8-5A-03 of this subtitle and, if the written notice is provided, the tenant shall have 30 days to vacate the leased premises from the date of providing the written notice.

(c) (1) A tenant who vacates leased premises under this section is responsible for rent only for the time following the tenant providing notice of an intent to vacate until the tenant vacates the leased premises, up to a maximum of 30 days.

(2) (i) If a tenant vacates the leased premises earlier than 30 days after the date the tenant provides written notice of an intent to vacate, the tenant shall provide the landlord with written notice, signed by the tenant and notarized, by first-class mail or hand delivery stating that the tenant has vacated the leased premises.

(ii) On receiving a notice identified in subparagraph (i) of this paragraph, a landlord shall inspect the leased premises and, if the tenant has vacated the leased premises, provide the tenant with a written statement that:

1. Confirms the tenant has vacated the leased premises;

2. States the rent that the tenant is responsible for under this subsection; and

3. States the amount of rent still owed by the tenant or the amount of any overpayment of rent to be refunded.

(iii) For the purpose of calculating the rent that a tenant is responsible for under this subsection, the tenant shall be deemed to have vacated the leased premises:

1. If notice is delivered by first-class mail, on the date the notice was postmarked; or

2. If notice is hand delivered, on the date the notice was hand delivered to the landlord.

(iv) A tenant who vacates the leased premises earlier than 30 days after the date the tenant provided written notice of an intent to vacate and who fails to provide the written notice required under this paragraph shall be responsible for the maximum rent required under paragraph (1) of this subsection.

(d) If a tenant does not vacate the leased premises within 30 days of providing to the landlord the written notice required under § 8–5A–03 of this subtitle, the landlord is, at the landlord’s option and with written notice to the tenant, entitled to:

(1) All legal remedies against a tenant holding over available under § 8–402 of this title; or

(2) Deem the tenant’s notice of an intent to vacate to have been rescinded and the terms of the original lease to be in full force and effect.

(e) The termination of a tenant’s future liability under a residential lease under this section does not terminate or in any other way impact the future liability of a tenant who is the respondent in the action that results in:

(1) A protective order issued for the benefit of the victim tenant or victim legal occupant under § 4–506 of the Family Law Article; or

(2) A peace order issued for the benefit of the victim tenant or victim legal occupant under § 3–1505 of the Courts Article for which the underlying act was an act of abuse.

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